

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA
(READING)

IN RE:)	
SPIROS MALITSIS)	CASE NO.: 4:20-BK-14648-PMM
AKA SPIRO MALITSIS AND)	CHAPTER 13
LENA ALENA MALITSIS)	JUDGE PATRICIA M. MAYER
AKA LENAA. MAALOUF)	
)	
DEBTORS)	
)	
PEQUOT, LLC C/O MADISON)	
MANAGEMENT SERVICES, LLC)	
)	
CREDITOR)	
)	
SPIROS MALITSIS AND LENAA. MALITSIS,)	
DEBTORS AND)	
SCOTT F. WATERMAN TRUSTEE)	
)	
RESPONDENTS)	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Movant is Pequot, LLC c/o Madison Management Services, LLC.
2. Debtors, Lena A. Malitsis and Spiros Malitsis are the owners of the premises 182 Aster Street, Nazareth, PA 18064 (hereinafter the “Property”).
3. On September 16, 2022, Movant filed a Motion for Relief in this case and Debtors filed a Response on September 27, 2022.
4. Debtors have failed to make the monthly payments in the amount of \$330.20 for the months of June 2021 through November 2022 for a total of \$5,943.60.
5. The post-petition arrearage on the mortgage held by the Movant on the Property is **\$7,181.60**, which breaks down as follows:

Post-Petition Payments: June 2021 through November 2022 totaling \$5,943.60
Fees & Costs Relating to Motion: \$1,238.00 (\$1,050.00 fees and \$188.00 costs)
Suspense Balance: \$0.00

Total Post-Petition Arrears with fees and costs: \$7,181.60

6. Debtors and Movant shall resolve this Motion in the following manner:
 - a. Within ten (10) days of the entry of this Order Debtors will tender a down payment of **\$2,700.00**.
 - b. Debtors will file a Motion to Modify Plan to include the remaining post-petition arrears of **\$4,481.60**.
 - c. Beginning with the payment due December 2022 payment and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of \$330.20 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
 - d. Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$4,481.60** along with the pre-petition arrears.
 - e. The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
7. In the event the payments above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

8. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
10. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
11. The provisions of this stipulation are without prejudice to any of our rights and remedies available to the Trustee.
12. The parties agree that an electronic signature shall be considered an original signature.

Date: 12/6/22

By: /s/ Joshua I. Goldman
Joshua I. Goldman, Esquire
Attorney for Movant

Date: 12/6/22

By: /s/ Charles Laputka (w/ permission)
Charles Laputka, Esquire
Attorney for Debtors

Date: 12/6/22

By: /s/ Rolando Ramos (w/ permission) for
Scott F. Waterman, Esquire
Chapter 13 Trustee